

E-FILED; Anne Arundel Circuit Court
Docket: 1/15/2021 10:05 AM; Submission: 1/15/2021 10:05 AM

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

DAVID ODEN PACE
1519 14th AVENUE NORTH
BESSEMER, AL 35020

Plaintiff,

v.

CHRIS DANIEL PIERCEFIELD
7575 OFFICE CITY DRIVE, #710
HOUSTON, TX 77012

C-02-CV-21-000065

AND

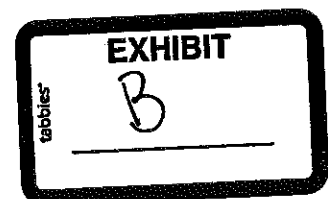
CRST LINCOLN SALES,
INC.
3930 16TH AVE SW
CEDAR RAPIDS, IA, 52404, USA
Serve On:
COGENCY GLOBAL INC.
1519 YORK ROAD
LUTHERVILLE MD 21093

Defendants.

COMPLAINT

(Negligence; Agency; Negligent Entrustment; Negligent Hiring, Training, Retention and Supervision)

David Oden Pace, through counsel, Monique L. Lee and CHASENBOSCOLO Injury Lawyers, brings this cause of action against the Defendants: (1) Chris Daniel Piercefield ("Defendant Piercefield") for damages resulting from his negligence; and (2) CRST Lincoln Sales ("Defendant CRST") for damages resulting from liability as principal for its agent, Defendant Piercefield's, negligence, as well as from its negligent entrustment.



II. JURISDICTION AND VENUE

1. This court's subject matter jurisdiction over this action is based on MD. CODE ANN, CTS. & JUD. PROC. § 1-501.

2. This Court's personal jurisdiction in this action is based on MD. CODE ANN, CTS. & JUD. PROC. § 6-102(a).

3. Venue is properly vested in this Court pursuant to MD. CODE ANN, CTS. & JUD. PROC. § 6-201(a) and (b).

III. PARTIES

4. David Oden Pace (hereinafter "Mr. Pace") is a 51 year old male who is a resident of the City of Bessemer in the State of Alabama.

5. Upon information and belief, Defendant Piercefield is a 41 year old male who is a resident of the city of Houston in the State of Texas.

6. Upon information and belief, Defendant CRST is a business entity registered in the State of Iowa, and regularly conducts business in and around the State of Maryland.

IV. FACTS

7. On April 18, 2018, Defendant Piercefield was operating a motor vehicle exiting off Maryland Route 100 Eastbound onto Maryland Route 170 Southbound in Anne Arundel County, Maryland.

8. Upon information and belief, the motor vehicle was leased from Defendant CRST.

9. At approximately the same time and place, Mr. Pace was asleep in the sleeper cab when Defendant Piercefield failed to control the motor vehicle, causing it to run off the road near the intersection of Maryland Route 100 and Maryland Route 170 and overturned onto the driver's side causing Mr. Pace severe injuries.

10. At the time, it was the duty of Defendant Piercefield to operate the vehicle in a safe and reasonable manner for the conditions then existing. This duty included, but was not limited to, always making the safest choice while operating a vehicle.

11. At that time, it was the duty of Defendant Piercefield to know and obey all traffic safety rules in effect.

12. At that time, it was the duty of Defendant Piercefield to watch the road.

13. At that time, it was the duty of Defendant Piercefield to see what was there to be seen.

14. At that time, it was the duty of Defendant Piercefield to pay full time and attention to the operation of a motor vehicle.

15. At that time, it was the duty of Defendant Piercefield to react to changing traffic patterns.

16. At that time, it was the duty of Defendant Piercefield to operate the vehicle at a speed to ensure that it would not overturn or run off the roadway.

17. Defendant Piercefield breached these duties by choosing not to operate a vehicle in a safe and reasonable manner and not making the safest choice while operating a vehicle to prevent serious harm or death to others.

18. Defendant Piercefield breached these duties by choosing not to know and obey all traffic safety rules in effect.

19. Defendant Piercefield breached these duties by choosing not to watch the road.

20. Defendant Piercefield breached these duties by choosing not to see what was there to be seen.

21. Defendant Piercefield breached these duties by choosing not to pay full time and attention to the operation of a motor vehicle.

22. Defendant Piercefield breached these duties by choosing not to react to changing traffic patterns.

23. Defendant Piercefield breached these duties by choosing not to operate the vehicle at a speed to ensure that it would not overturn or run off the roadway.

24. At the time, Defendant CRST was the principal for Defendant Piercefield, who was acting as an agent for Defendant CRST.

25. At the time Defendant CRST allowed Defendant Piercefield to operate a motor vehicle it owned, Defendant CRST had a duty to only allow its vehicle to be operated by a driver who would not needlessly endanger the public.

26. At the time Defendant CRST allowed Defendant Piercefield to operate a motor vehicle it owned, Defendant CRST had a duty to only allow its vehicle to be operated by a safe, qualified driver.

27. At the time Defendant CRST allowed Defendant Piercefield to operate a motor vehicle it owned, Defendant CRST had a duty to only allow its vehicle to be operated by a competent driver.

28. At the time Defendant CRST allowed Defendant Piercefield to operate a motor vehicle it owned, Defendant CRST had a duty to only allow its vehicle to be operated by a driver who would not drive recklessly.

29. At the time Defendant CRST allowed Defendant Piercefield to operate a motor vehicle it owned, Defendant CRST had a duty to only allow its vehicle to be operated by drivers that would operate it in a safe and reasonable manner for the conditions then existing.

30. Defendant CRST breached these duties when it allowed Defendant Piercefield to operate its vehicle despite knowing that he would needlessly endanger the public in the operation of a motor vehicle.

31. Defendant CRST breached these duties when it allowed Defendant Piercefield to operate its motor vehicle despite knowing he was not a safe, qualified driver.

32. Defendant CRST breached these duties when it allowed Defendant Piercefield to operate its motor vehicle despite knowing he was not a competent driver.

33. Defendant CRST breached these duties when it allowed Defendant Piercefield to operate its motor vehicle despite knowing he would drive her vehicle recklessly.

34. As a direct and proximate result of the conduct and choices of the Defendants, Mr. Pace has endured severe, uncompensated harms and losses. These harms and losses include past, present, and future physical symptoms, immobility, isolation and diminished capacity to perform his activities of daily living and enjoy life. These harms and losses caused and continue to cause Mr. Pace to expend great sums of money for hospitals, physicians, and related care and treatment. Mr. Pace endured and continues to endure from mental and emotional harms and losses, including frustration, fright, shock and anguish. Mr. Pace has lost and will continue to lose wages and wage earning opportunities.

35. Mr. Pace neither contributed to any violations of the safety rules which caused this collision, nor assumed the risk of the injuries sustained.

V. STATEMENT OF CLAIMS

COUNT I

(Negligence: Defendant Chris Daniel Piercefield)

36. Mr. Pace, incorporates the allegations of paragraph one (1) through thirty five (35) above and, in addition, avers that Defendant Piercefield's choices to violate the safety rules in the operation of a motor vehicle caused harm to Mr. Pace justifying an allowance of monetary damages against Defendant Piercefield.

COUNT II

(Agency: Defendant CRST)

37. Mr. Pace, incorporates the allegations of paragraph one (1) through thirty six (36) above and, in addition avers that Defendant CRST is vicariously liable for Defendant Piercefields's choice to violate the safety rules in the operation of its vehicle which was not

reasonably careful and constitutes negligence, harming Mr. Pace and justifying an allowance of monetary damages against Defendant CRST.

COUNT III
(Negligent Entrustment: Defendant CRST)

38. Mr. Pace, incorporates the allegations of paragraph one (1) through thirty seven (37) above and, in addition avers that Defendant CRST's choice not to follow the rules which govern the selection of individuals who are safe, qualified and competent and licensed to drive motor vehicles it owns was not a reasonably careful and constitutes negligence, harming Mr. Pace and justifying an allowance of monetary damages against Defendant CRST.

CLAIM FOR RELIEF

WHEREFORE, David Oden Pace, demands judgment against Defendants Chris Daniel Piercefield, and CRST Specialized Transportation, Inc., jointly and severally, and that damages be awarded in the amount equal to past, medical expenses, past, present and future lost wages, and past, present, and future pain and suffering an amount that exceeds One Million dollars (\$1,000,000.00) and that Mr. Pace receive interest from the date of the incident described herein, costs of this suit and further relief as this Court deems proper.

Respectfully submitted,

CHASENBOSCOLO, INJURY LAWYERS

By: Monique L. Lee
Monique L. Lee (CPF #606130178)
7852 Walker Drive, Suite 300
Greenbelt, MD 20770
(301) 220-0050
Fax: 301-474-1230
MLee@chassenboscolo.com
Counsel for Mr. Pace

JURY DEMAND

David Oden Pace demands a trial by jury on all issues herein.

Respectfully submitted,

CHASENBOSCOLO, INJURY LAWYERS

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Greenbelt, MD 20770
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IN THE CIRCUIT COURT FOR Anne Arundel County

(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER C-02-CV-21-000065

CASE NAME: David Oden Pace vs. Chris Daniel Piercefield, et. al.

PARTY'S NAME: David Oden Pace PHONE: (254) 541-3995

PARTY'S ADDRESS: 1519 14th Avenue, North, Bessemer, AL 35020

PARTY'S E-MAIL: ddawg4everus@yahoo.com

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Monique L. Lee PHONE: (301) 220-0050

PARTY'S ATTORNEY'S ADDRESS: 7852 Walker Drive, Suite 300 Greenbelt, Maryland 20770

PARTY'S ATTORNEY'S E-MAIL: MLee@chassenboscolo.com

JURY DEMAND? ☒ Yes ☐ No

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known:

ANTICIPATED LENGTH OF TRIAL?: _____ hours _____ 2 days

PLEADING TYPE

New Case: ☒ Original ☐ Administrative Appeal ☐ Appeal

Existing Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

- ☐ Asbestos
- ☐ Assault and Battery
- ☐ Business and Commercial
- ☐ Conspiracy
- ☐ Conversion
- ☐ Defamation
- ☐ False Arrest/Imprisonment
- ☐ Fraud
- ☐ Lead Paint - DOB of Youngest Pti: _____
- ☐ Loss of Consortium
- ☐ Malicious Prosecution
- ☐ Malpractice-Medical
- ☐ Malpractice-Professional
- ☐ Misrepresentation
- ☒ Motor Tort
- ☐ Negligence
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability
- ☐ Specific Performance
- ☐ Toxic Tort
- ☐ Trespass
- ☐ Wrongful Death

CONTRACT

- ☐ Asbestos
- ☐ Breach
- ☐ Business and Commercial
- ☐ Confessed Judgment
- (Cont'd)
- ☐ Construction
- ☐ Debt
- ☐ Fraud

- ☐ Government
- ☐ Insurance
- ☐ Product Liability

PROPERTY

- ☐ Adverse Possession
- ☐ Breach of Lease
- ☐ Detinue
- ☐ Distress/Distrain
- ☐ Ejectment
- ☐ Forecible Entry/Detainer
- ☐ Foreclosure
- ☐ Commercial
- ☐ Residential
- ☐ Currency or Vehicle
- ☐ Deed of Trust
- ☐ Land Installments
- ☐ Lien
- ☐ Mortgage
- ☐ Right of Redemption
- ☐ Statement Condo
- ☐ Forfeiture of Property / Personal Item
- ☐ Fraudulent Conveyance
- ☐ Landlord-Tenant
- ☐ Lis Pendens
- ☐ Mechanic's Lien
- ☐ Ownership
- ☐ Partition/Sale in Lieu
- ☐ Quiet Title
- ☐ Rent Escrow
- ☐ Return of Seized Property
- ☐ Right of Redemption
- ☐ Tenant Holding Over

PUBLIC LAW

- ☐ Attorney Grievance
- ☐ Bond Forfeiture Remission
- ☐ Civil Rights
- ☐ County/Municipal Code/Ord
- ☐ Election Law
- ☐ Eminent Domain/Condemn.
- ☐ Environment
- ☐ Error Coram Nobis
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Prisoner Rights
- ☐ Public Info. Act Records
- ☐ Quarantine/Isolation
- ☐ Writ of Certiorari

EMPLOYMENT

- ☐ ADA
- ☐ Conspiracy
- ☐ EEO/HR
- ☐ FLSA
- ☐ FMLA
- ☐ Workers' Compensation
- ☐ Wrongful Termination

INDEPENDENT PROCEEDINGS

- ☐ Assumption of Jurisdiction
- ☐ Authorized Sale
- ☐ Attorney Appointment
- ☐ Body Attachment Issuance
- ☐ Commission Issuance

- ☐ Constructive Trust
- ☐ Contempt
- ☐ Deposition Notice
- ☐ Dist Ct Mtn Appeal
- ☐ Financial
- ☐ Grand Jury/Petit Jury
- ☐ Miscellaneous
- ☐ Perpetuate Testimony/Evidence
- ☐ Prod. of Documents Req.
- ☐ Receivership
- ☐ Sentence Transfer
- ☐ Set Aside Deed
- ☐ Special Adm. - Atty
- ☐ Subpoena Issue/Quash
- ☐ Trust Established
- ☐ Trustee Substitution/Removal
- ☐ Witness Appearance-Compel

PEACE ORDER

- ☐ Peace Order

EQUITY

- ☐ Declaratory Judgment
- ☐ Equitable Relief
- ☐ Injunctive Relief
- ☐ Mandamus

OTHER

- ☐ Accounting
- ☐ Friendly Suit
- ☐ Grantor in Possession
- ☐ Maryland Insurance Administration
- ☐ Miscellaneous
- ☐ Specific Transaction
- ☐ Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated *Liability* above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

☐ Under \$10,000 ☐ \$10,000 - \$30,000 ☒ \$30,000 - \$100,000 ☐ Over \$100,000

☒ Medical Bills \$ _____ ☒ Wage Loss \$ _____ ☐ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No C. Settlement Conference ☒ Yes ☐ No
B. Arbitration ☐ Yes ☒ No D. Neutral Evaluation ☐ Yes ☒ No

SPECIAL REQUIREMENTS

- ☐ If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041
- ☐ If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.
(Case will be tracked accordingly)

- ☐ 1/2 day of trial or less ☐ 3 days of trial time
☐ 1 day of trial time ☐ More than 3 days of trial time
☒ 2 days of trial time

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- ☐ **Expedited**- Trial within 7 months of Defendant's response ☐ **Standard** - Trial within 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED

COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)	
<p style="text-align: center; font-style: italic;">FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.</p>	
<input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response	<input type="checkbox"/> Standard - Trial within 18 months of Defendant's response
<p>IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.</p>	
CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)	
<input type="checkbox"/> Expedited <input type="checkbox"/> Civil-Short <input type="checkbox"/> Civil-Standard <input type="checkbox"/> Custom <input type="checkbox"/> Asbestos <input type="checkbox"/> Lead Paint <input type="checkbox"/> Tax Sale Foreclosures <input type="checkbox"/> Mortgage Foreclosures	Trial 60 to 120 days from notice. Non-jury matters. Trial 210 days from first answer. Trial 360 days from first answer. Scheduling order entered by individual judge. Special scheduling order. Fill in: Birth Date of youngest plaintiff..... Special scheduling order. No scheduling order.
CIRCUIT COURT FOR BALTIMORE COUNTY	
<input type="checkbox"/> Expedited (Trial Date-90 days) <input type="checkbox"/> Standard (Trial Date-240 days) <input type="checkbox"/> Extended Standard (Trial Date-345 days) <input type="checkbox"/> Complex (Trial Date-450 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

1/13/21
 Date
 7852 Walker Drive, Suite 300
 Address
 Greenbelt MD 20770
 City State Zip Code

Monique L. Lee
 Signature of Counsel / Party
 Monique L. Lee
 Printed Name